

REMARKS

In the final Office Action mailed February 8, 2005, claims 1-4, 7-10 and 13-16 are rejected under 35 USC §102(e) over Tsuei et al. Reconsideration and withdrawal of these rejections are respectfully requested.

Anticipation requires that each claim element be taught by the applied reference. Should the applied reference be shown to lack a teaching of one or more of the claimed elements, the anticipation rejection should be withdrawn.

It is respectfully submitted that Tsuei et al. do not teach claim 1's steps of:

... the bank carrying out the steps of:
generating the requested package code, the package code being devoid of delivery address information;
sending the generated package code to the vendor, wherein the bank does not send any delivery address information for the package to the vendor;
and
generating a shipping identifier for the package that is associated with the generated package code and retrieving the stored address associated with the customer's account, and
sending the generated shipping identifier and the retrieved address associated with the customer's account at the bank to the shipper to enable the shipper...

As claimed, it is the bank that carries out the foregoing steps. As claimed, the bank generates the requested package code, it is the bank that sends the generated package code to the vendor, it is the bank that generates a shipping identifier that is associated with the generated package code, and it is the bank that sends the generated shipping identifier and the retrieved address to the shipper. It is respectfully submitted that the Tsuei et al. reference does not teach these claimed steps.

Recall that amended claim 1 requires that the bank carry out the steps of:

generating the requested package code, ...;
sending the generated package code to the vendor, ...

In Tsuei et al., it is the customer, and not the bank as claimed, that provides the Private Mail code to the merchant, as explicitly stated in paragraph [0208]:

[0208] ...The customer provides the Private Mail code to a merchant to enable the merchant to ship mail or parcels to the customer...

In Tsuei et al., therefore, the Private Mail code is provided by the customer to the merchant. In contrast, the claimed invention requires that a bank send the generated package code to the vendor. In Tsuei et al., the customer must have previously been provided with the Private Mail code, because the customer later provides that Private Mail code to the merchant. In the claimed embodiment, the customer is not provided with any Private Mail code. Indeed, in claim 1, it is the merchant (and not the customer) that is sent the bank-generated package code. Tsuei et al. does not teach or show that the merchant is provided with a bank generated package code by the bank. In Tsuei et al., the Private Mail code is given to the customer, who then supplies that Private Mail code to the merchant as the "ship to" address:

[0208] ...The customer provides the Private Mail code to a merchant to enable the merchant to ship mail or parcels to the customer. Using the example of an online purchase, the customer orders from the merchant in the usual way, but supplies only the Private Mail code as the "ship to" address...

The above detailed and claimed distinctions, taken alone, are sufficient to obviate the 35 USC §102(e) rejections. However, claim 1 continues with the bank carrying out a step of:

generating a shipping identifier for the package that is associated with the generated package code and retrieving the stored address associated with the customer's account, and

Nowhere in Tsuei et al. does a bank, or any other party, generate a shipping identifier for the package that is associated with the generated package code. According to the claimed embodiment, there are three entities that are provided to the shipper: the bank provided package code, the bank provided shipping identifier and the bank provided stored address associated with

the customer's account at the bank. Tsuei et al. does not teach or show any such shipping identifier for the package that is associated with the generated package code or any step of sending such to a shipper. In Tsuei et al., the only code or identifier provided to the shipper is the Private Mail code, which is supplied by the customer. According to the claimed embodiment, however, the shipper is sent both the generated package code and the generated shipping identifier that is associated with the generated package code.

The Examiner's kind attention is now drawn to claim 7, which recites sequential steps of:

receiving a request to pick up a package from the vendor, the package having a machine-readable package code affixed thereto but no delivery address;

receiving a shipping identifier and a delivery address associated with the shipping identifier from a bank at which the customer having purchased the goods contained in the package maintains an account, the delivery address being associated with the customer's account at the bank;

picking up the package from the vendor;

In the embodiment of claim 7, the shipper only picks up the package from the vendor after having received both the request to pick up the package and the shipping identifier and delivery address from the bank. In direct contrast, Tsuei et al. teaches an approach in which the shipper is not provided with any information prior to picking up the package:

[0208] ... The merchant then fills the order and labels it for shipment using only the Private Mail code. The parcel is picked up by the shipper. The shipper, a Private Mail partner, accesses the PMMC to map the Private Mail code on the parcel to the customer's physical delivery address. Once the mapping is completed, the shipper relabels the parcel, either physically or electronically, with the delivery address and completes the delivery using conventional means.

and must access the PMMC (Private Mail Mapping Center) to obtain the physical delivery address. There is no disclosure in Tsuei et al., of the shipper a) receiving a request to pick up a package from a bank and b) receiving a shipping identifier and a delivery address associated with the shipping identifier from a bank at which the customer having purchased the goods

contained in the package maintains an account. The claimed items a) and b) are nowhere disclosed in Tsuei et al., and much less disclosed to occur before the shipper picks up the package to be shipped. This lack of teaching of claimed steps is believed to be fatal to the Office's 102(e) rejection of claim 7 and of its dependent claims.

Turning now to independent claim 13, therein it is recited:

...sending a request for a package code to a bank at which the customer maintains an account and an electronic draft for payment of the goods on behalf of the customer;

receiving payment on the draft and the package code from the bank only if the customer is authenticated by the bank and bank-imposed constraints are satisfied, the package code being devoid of delivery address information;

preparing the package for shipment by the shipper...

Nowhere in Tsuei et al. does a merchant or vendor send an electronic draft and a package code to a bank at which the customer maintains an account. In Tsuei et al., the merchant may be paid out of the customer's anonymous Alias account (or credit card) and is only given the customer's Private Mail code, which Private Mail code is then applied to the package to be shipped. Tsuei et al. does not disclose any method wherein the vendor or merchant sends a request for a package code. In Tsuei et al., the Private Mail code is given to the merchant by the customer as the "ship to" address, as excerpted above. The above claimed features are nowhere taught or disclosed by Tsuei et al. Consequently, the 35 USC §102(e) rejection of the claims must be withdrawn.

Applicant's attorney, therefore, respectfully submits that all remaining claims are allowable and, therefore, the present application is in condition for an early allowance and passage to issue. If any unresolved issues remain, please contact the undersigned attorney of record at the telephone number indicated below.

Respectfully submitted,

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